

**EXHIBIT A**

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7 Attorneys for Defendant  
8 UNITED AIRLINES, INC.

9  
10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12

13 DRUCILLA COOPER, an individual,

14 Plaintiff,

15 v.

16 UNITED AIR LINES, INC. and DOES 1  
17 through 10, inclusive,

18 Defendants.  
19

Case No.: 3:13-cv-2870 JSC

**AMENDED ANSWER OF DEFENDANT**  
**UNITED AIRLINES, INC.**

Complaint filed: June 21, 2013

20  
21 Defendant United Airlines, Inc. (f/k/a "United Air Lines, Inc.") hereby answers  
22 Plaintiff Drucilla Cooper's Complaint for Damages ("Complaint") as follows:  
23

24 **JURISDICTION AND VENUE**  
25

26 1. No answer is required to paragraph 1 of the Complaint as it does not  
27 contain any factual allegations.  
28 ///

## INTRODUCTION

## THE PARTIES

**FACTS COMMON TO ALL CAUSES OF ACTION**

8. Defendant admits that Plaintiff began her employment with Defendant in March 1997 as a Security Officer. Defendant is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations in Paragraph 8 of the Complaint and, on that basis, denies those allegations.

9. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 9 of the Complaint and, on that basis, denies the allegations contained therein.

10. Defendant denies the allegations contained in Paragraph 10 of the Complaint.

11. Defendant admits that Plaintiff was promoted to the position of Supervisor—Security Officers in January 2002. Defendant denies the remaining allegations in Paragraph 11 of the Complaint.

12. Defendant admits that Plaintiff received an increase in pay when she became a Supervisor—Security Officers. Defendant denies the remaining allegations contained in Paragraph 12 of the Complaint.

13. Defendant denies the allegations contained in Paragraph 13 of the Complaint.

14. Defendant denies the allegations contained in Paragraph 14 of the Complaint.

///

1           15. Defendant denies the allegations contained in Paragraph 15 of the  
2 Complaint.

3  
4           16. Defendant admits it hired Alex Del Campo as a Supervisor—Security  
5 Officers in 2008, and that Mr. Del Campo's salary was higher than Plaintiff's at the time of his  
6 hire. Defendant denies the remaining allegations in Paragraph 16 of the Complaint.

7  
8           17. Defendant denies the allegations contained in Paragraph 17 of the  
9 Complaint.

10  
11           18. Defendant denies the allegations contained in Paragraph 18 of the  
12 Complaint.

13  
14           19. Defendant admits that William Knight was a Supervisor-Security Officers  
15 in 2008, and that he worked with Alex Del Campo. Defendant denies the remaining  
16 allegations in Paragraph 19 of the Complaint.

17  
18           20. Defendant admits that William Knight usually worked the swing shift in  
19 2008. Defendant denies the remaining allegations contained in Paragraph 20 of the  
20 Complaint.

21  
22           21. Defendant denies the allegations contained in Paragraph 21 of the  
23 Complaint.

24  
25           22. Defendant denies the allegations contained in Paragraph 22 of the  
26 Complaint.

27 ///

28 ///

1           23. Defendant is without sufficient knowledge or information to form a belief  
2 as to the truth of the allegations regarding what "complaints" Plaintiff did or did not receive or  
3 what Tonya McCowan did or did not write to Plaintiff and, on that basis, denies those  
4 allegations. Defendant denies the remaining allegations in Paragraph 23 of the Complaint.

5  
6           24. Defendant admits that, in 2010, Plaintiff was on the Evacuation  
7 Committee, which committee helps prepare employees for evacuation drills. Defendant is  
8 without sufficient knowledge or information to form a belief as to the truth of the allegations  
9 regarding the reasons Plaintiff wanted to be on that committee and, on that basis, denies  
10 those allegations. Defendant denies the remaining allegations in Paragraph 24 of the  
11 Complaint.

12  
13           25. Defendant denies the allegations contained in Paragraph 25 of the  
14 Complaint.

15  
16           26. Defendant admits that Plaintiff usually worked the day shift when she was  
17 a Supervisor—Security Officers and that, as a Supervisor—Security Officers, Plaintiff had the  
18 authority to coordinate breaks and assign vehicles to employees during her shift. Defendant  
19 denies the remaining allegations in Paragraph 26 of the Complaint.

20  
21           27. Defendant denies the allegations contained in Paragraph 27 of the  
22 Complaint.

23  
24           28. Defendant denies the allegations contained in Paragraph 28 of the  
25 Complaint.

26  
27           29. Defendant denies the allegations contained in Paragraph 29 of the  
28 Complaint.

1           30. Defendant denies the allegations contained in Paragraph 30 of the  
2 Complaint.

3  
4           31. Defendant is without sufficient knowledge or information to form a belief  
5 as to the truth of the allegations in Paragraph 31 of the Complaint and, on that basis, denies  
6 the allegations contained therein.

7  
8           32. Defendant is without sufficient knowledge or information to form a belief  
9 as to the truth of the allegations in Paragraph 32 of the Complaint and, on that basis, denies  
10 the allegations contained therein.

11  
12           33. Defendant denies the allegations contained in Paragraph 33 of the  
13 Complaint.

14  
15           34. Defendant denies the allegations contained in Paragraph 34 of the  
16 Complaint.

17  
18           35. Defendant denies the allegations contained in Paragraph 35 of the  
19 Complaint.

20  
21           36. Defendant is without sufficient knowledge or information to form a belief  
22 as to the truth of what Plaintiff "found" or witnessed and, on that basis, denies those  
23 allegations. Defendant denies the remaining allegations in Paragraph 36 of the Complaint.

24  
25           37. Defendant denies the allegations contained in Paragraph 37 of the  
26 Complaint.

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1                   38. Defendant denies the allegations contained in Paragraph 38 of the  
2 Complaint.

3  
4                   39. Defendant denies the allegations contained in Paragraph 39 of the  
5 Complaint.

6  
7                   40. Defendant denies the allegations contained in Paragraph 40 of the  
8 Complaint.

9  
10                  41. Defendant denies the allegations contained in Paragraph 41 of the  
11 Complaint.

12  
13                  42. Defendant denies the allegations contained in Paragraph 42 of the  
14 Complaint.

15  
16                  43. Defendant denies the allegations contained in Paragraph 43 of the  
17 Complaint.

18  
19                  44. Defendant denies the allegations contained in Paragraph 44 of the  
20 Complaint.

21  
22                  45. Defendant denies the allegations contained in Paragraph 45 of the  
23 Complaint.

24  
25                  46. Defendant is without sufficient knowledge or information to form a belief  
26 as to the truth of the allegations in Paragraph 46 of the Complaint and, on that basis, denies  
27 the allegations therein.

28 ///



1           47. Defendant admits that Plaintiff was offered some days off with pay in  
2 early October 2011. Defendant denies the remaining allegations contained in Paragraph 47  
3 of the Complaint.

4  
5           48. Defendant denies the allegations contained in Paragraph 48 of the  
6 Complaint.

7  
8           49. Defendant denies the allegations contained in Paragraph 49 of the  
9 Complaint.

10  
11           50. Defendant denies the allegations contained in Paragraph 50 of the  
12 Complaint.

13  
14           51. Defendant denies the allegations contained in Paragraph 51 of the  
15 Complaint.

16  
17           52. Defendant denies the allegations contained in Paragraph 52 of the  
18 Complaint.

19  
20                                   **FIRST CLAIM**  
21                                   **VIOLATION OF 42 U.S.C. § 2000e, et seq. (TITLE VII)**  
22                                   **RACE DISCRIMINATION**

23           53. No answer is required to Paragraph 53 of the Complaint as it does not  
24 contain any factual allegations and contains only legal arguments and conclusions, which  
25 cannot be admitted to or denied.

26  
27           54. No answer is required to Paragraph 54 of the Complaint as it does not  
28 contain any factual allegations and contains only legal arguments and conclusions, which

1 cannot be admitted to or denied. To the extent that an answer is required, Defendant denies  
2 the allegations contained in Paragraph 54 of the Complaint.

3  
4 55. Defendant admits that Plaintiff is an African-American female and an  
5 employee of Defendant. The remainder of Paragraph 55 of the Complaint contains only legal  
6 arguments and conclusions, thus no answer is required. To the extent that an answer is  
7 required, Defendant denies the remaining allegations contained in Paragraph 55 of the  
8 Complaint.

9  
10 56. Defendant denies the allegations contained in Paragraph 56 of the  
11 Complaint.

12  
13 57. Defendant denies the allegations contained in Paragraph 57 of the  
14 Complaint.

15  
16 58. Defendant denies the allegations contained in Paragraph 58 of the  
17 Complaint.

18  
19 59. Defendant denies the allegations contained in Paragraph 59 of the  
20 Complaint.

21  
22 60. Defendant denies the allegations contained in Paragraph 60 of the  
23 Complaint.

24  
25 61. Defendant denies the allegations contained in Paragraph 61 of the  
26 Complaint.

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**SECOND CLAIM**  
**VIOLATION OF 42 U.S.C. § 2000e, et seq. (TITLE VII)**  
**RETALIATION**

62. No answer is required to Paragraph 62 of the Complaint as it does not contain any factual allegations and contains only legal arguments and conclusions, which cannot be admitted to or denied.

63. Defendant repleads and incorporates by reference its responses to Paragraphs 1-61 of the Complaint.

64. No answer is required to Paragraph 64 of the Complaint as it does not contain any factual allegations and contains only legal arguments and conclusions, which cannot be admitted to or denied. To the extent that an answer is required, Defendant denies the allegations contained in Paragraph 64 of the Complaint.

65. Defendant denies that Plaintiff "was" an employee of Defendant. The remainder of Paragraph 65 of the Complaint contains only legal arguments and conclusions, thus no answer is required. To the extent that an answer is required, Defendant denies the remaining allegations contained in Paragraph 65 of the Complaint.

66. Defendant denies the allegations contained in Paragraph 66 of the Complaint.

67. Defendant denies the allegations contained in Paragraph 67 of the Complaint.

68. Defendant denies the allegations contained in Paragraph 68 of the Complaint.

69. Defendant denies the allegations contained in Paragraph 69 of the Complaint.

**THIRD CLAIM  
DISABILITY DISCRIMINATION  
AMERICANS WITH DISABILITIES ACT  
42 U.S.C. § 12101, *et seq.* and § 503**

70. No answer is required to Paragraph 70 of the Complaint as it does not contain any factual allegations and contains only legal arguments and conclusions, which cannot be admitted to or denied.

71. Defendant repleads and incorporates by reference its responses to Paragraphs 1-69 of the Complaint.

72. Defendant denies the allegations contained in Paragraph 72 of the Complaint.

73. No answer is required to Paragraph 73 of the Complaint as it does not contain any factual allegations and contains only legal arguments and conclusions, which cannot be admitted to or denied. To the extent that an answer is required, Defendant denies the allegations contained in Paragraph 73 of the Complaint.

74. Defendant denies the allegations contained in Paragraph 74 of the Complaint.

75. Defendant denies the allegations contained in Paragraph 75 of the Complaint.

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1                   76. Defendant denies the allegations contained in Paragraph 76 of the  
2 Complaint.

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4                   77. Defendant denies the allegations contained in Paragraph 77 of the  
5 Complaint.

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7                   78. Defendant denies the allegations contained in Paragraph 78 of the  
8 Complaint.

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10                  79. Defendant denies the allegations contained in Paragraph 79 of the  
11 Complaint.

12  
13                  80. Defendant denies the allegations contained in Paragraph 80 of the  
14 Complaint.

15  
16                                   **FOURTH CLAIM**  
17                                   **29 U.S.C. § 621 et. seq.**  
18                                   **AGE DISCRIMINATION**

19                  81. No answer is required to Paragraph 81 of the Complaint as it does not  
20 contain any factual allegations and contains only legal arguments and conclusions, which  
21 cannot be admitted to or denied.

22  
23                  82. Defendant repleads and incorporates by reference its responses to  
24 Paragraphs 1-80 of the Complaint.

25  
26                  83. Defendant admits that Plaintiff is a female over the age of 45. The  
27 remainder of Paragraph 83 of the Complaint contains only legal arguments and conclusions,  
28

1 thus no answer is required. To the extent that an answer is required, Defendant denies the  
2 remaining allegations contained in Paragraph 83 of the Complaint.

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4 84. Defendant denies the allegations contained in Paragraph 84 of the  
5 Complaint.

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7 85. Defendant denies the allegations contained in Paragraph 85 of the  
8 Complaint.

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10 86. Defendant denies the allegations contained in Paragraph 86 of the  
11 Complaint.

12  
13 87. Defendant denies the allegations contained in Paragraph 87 of the  
14 Complaint.

15  
16 88. Defendant denies the allegations contained in Paragraph 88 of the  
17 Complaint.

18  
19 89. Defendant denies the allegations contained in Paragraph 89 of the  
20 Complaint.

21  
22 **FIFTH CLAIM**  
23 **VIOLATION OF THE EQUAL PAY ACT**  
24 **29 U.S.C. § 206**

25 90. No answer is required to Paragraph 90 of the Complaint as it does not  
26 contain any factual allegations and contains only legal arguments and conclusions, which  
27 cannot be admitted to or denied.

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1           91. Defendant repleads and incorporates by reference its responses to  
2 Paragraphs 1-89 of the Complaint.

3  
4           92. Defendant admits that Plaintiff is a female over the age of 45. The  
5 remainder of Paragraph 92 of the Complaint contains only legal arguments and conclusions,  
6 thus no answer is required. To the extent that an answer is required, Defendant denies the  
7 remaining allegations contained in Paragraph 92 of the Complaint.

8  
9           93. Defendant denies the allegations contained in Paragraph 93 of the  
10 Complaint.

11  
12           94. Defendant admits that Plaintiff worked in the Supervisor—Security  
13 Officers position. Defendant denies the remaining allegations in Paragraph 94 of the  
14 Complaint.

15  
16           95. Defendant denies the allegations contained in Paragraph 95 of the  
17 Complaint.

18  
19           96. Defendant denies the allegations contained in Paragraph 96 of the  
20 Complaint.

21  
22           97. Defendant denies the allegations contained in Paragraph 97 of the  
23 Complaint.

24  
25           98. Defendant denies the allegations contained in Paragraph 98 of the  
26 Complaint.

27  
28           Defendant also denies the prayer for relief found on page 16 of the Complaint.

**AFFIRMATIVE DEFENSES**

For and as a separate affirmative defense to each and every claim for relief set forth in the Complaint, Defendant alleges as follows:

**FIRST AFFIRMATIVE DEFENSE  
(Failure to State a Claim)**

Defendant alleges that Plaintiff's Complaint, and each purported claim for relief therein, fails to allege facts sufficient to state a claim upon which relief can be granted. Fed. R. Civ. P. 12(b)(6).

**SECOND AFFIRMATIVE DEFENSE  
(Statute of Limitations)**

Defendant alleges that Plaintiff's claims are barred by the applicable statutes of limitations including, but not limited to, 42 U.S.C. section 2000e-5(e), California Government Code sections 12960 and 12965(b), and any other statutes that include applicable time bars. As one example only, Plaintiff alleges conduct dating back to 2000 as the basis for her claims. (See Complaint ¶¶ 9, 10) Such conduct would clearly fall outside the applicable statutes of limitations.

**THIRD AFFIRMATIVE DEFENSE  
(Laches)**

Plaintiff's Complaint should be barred by the doctrine of laches because Plaintiff has unreasonably delayed bringing her action against Defendant, which has prejudiced Defendant by hindering its ability to defend this case. As one example only, Plaintiff alleges conduct dating back to 2000 as the basis for her claims. (See Complaint ¶¶ 9, 10) Because of the substantial time that has passed, Defendant may not be able to locate documents or



witnesses, and witnesses' memories may have faded as to the conduct and events Plaintiff alleges occurred.

**FOURTH AFFIRMATIVE DEFENSE  
(Exhaustion of Administrative Remedies)**

Defendant is informed and believes and thereon alleges that Plaintiff failed to exhaust statutory administrative remedies with the California Department of Fair Employment and Housing ("DFEH") and/or the United States Equal Employment Opportunity Commission ("EEOC"), to the extent claims in the Complaint rely on allegations which were not contained in timely charges filed with the DFEH or EEOC. See Cal. Gov't Code §§ 12960, 12965; see also, *Martin v. Lockheed Missiles & Space Co.* (1994) 29 Cal. App. 4th 1718, 1724. The Court lacks subject matter jurisdiction over any alleged discriminatory, retaliatory, or equal pay actions that are not contained in a timely administrative charge.

**FIFTH AFFIRMATIVE DEFENSE  
(Mixed Motives)**

Defendant alleges that, if it is found that its actions were motivated by both discriminatory and nondiscriminatory reasons, the nondiscriminatory reasons alone would have induced it to make the same decision. *Nassar v. University of Texas Southwestern Medical Center* (2013) \_\_ S. Ct. \_\_; *Gross v. FBL Fin. Servs. Inc.* (2009) 557 U.S. 167; *Price Waterhouse v. Hopkins* (1989) 490 U.S. 228; *Harris v. City of Santa Monica* (2013) 56 Cal. 4th 203.

**SIXTH AFFIRMATIVE DEFENSE  
(Waiver and Estoppel)**

Defendant is informed and believes and thereon alleges that by her acts and omissions, Plaintiff has waived and is estopped and barred from alleging the matters set forth in the Complaint.

1 **SEVENTH AFFIRMATIVE DEFENSE**  
2 **(Railway Labor Act Preemption)**

3 Plaintiff's claims are barred and should be dismissed to the extent they are  
4 preempted by the Railway Labor Act ("RLA"), 45 U.S.C. sections 151 *et seq.*, and to the  
5 extent this Court otherwise lacks subject matter jurisdiction. The RLA provides a  
6 comprehensive framework for resolving labor disputes and establishes a mandatory arbitral  
7 mechanism to handle disputes growing out of "rates of pay, rules or working conditions" and  
8 disputes arising out of "grievances or out of the interpretation and application of agreements  
9 concerning rates of pay, rules, or working conditions" in the airline industry.  
10

11 **EIGHTH AFFIRMATIVE DEFENSE**  
12 **(Workers' Compensation Preemption)**

13 Plaintiff alleges that she was injured while performing her job duties. For  
14 example, Plaintiff alleges that she sustained emotional and physical distress as a result of  
15 Defendant's conduct. (See Complaint, ¶¶ 67, 77, 85, 88, 97.) Therefore, if Plaintiff has  
16 suffered any physical and/or emotional injuries related to her work for Defendant, her  
17 exclusive remedy for such injuries is provided by California Labor Code sections 3200 *et seq.*  
18

19 **NINTH AFFIRMATIVE DEFENSE**  
20 **(Failure to Mitigate)**

21 Defendant is informed and believes and thereon alleges that Plaintiff has failed  
22 to exercise reasonable diligence to mitigate the damages alleged in the Complaint.  
23

24 **TENTH AFFIRMATIVE DEFENSE**  
25 **(After-Acquired Evidence)**

26 Defendant alleges that any recovery on Plaintiff's Complaint, or any purported  
27 claim for relief alleged therein, is barred to the extent that Defendant discovers additional  
28

evidence indicating that Plaintiff engaged in conduct before or while working for Defendant that precludes or limits her assertion of the claims for relief and/or damages.

**ELEVENTH AFFIRMATIVE DEFENSE  
(Failure to Use Corrective Measures)**

Defendant alleges that Plaintiff is barred from any recovery because Defendant had in place, and implemented in good faith, policies, procedures, and other measures that reasonably should have prevented the discrimination and/or retaliation Plaintiff alleges, and Plaintiff unreasonably failed to invoke those measures or take other corrective actions to stop the alleged discrimination and/or retaliation.

**TWELFTH AFFIRMATIVE DEFENSE  
(Avoidable Consequences)**

Defendant alleges that Plaintiff is barred from any recovery because Defendant took reasonable steps to prevent and correct workplace discrimination and/or retaliation, Plaintiff unreasonably failed to use the preventive and corrective measures provided and, to the extent Plaintiff suffered any harm (which Defendant denies), the reasonable use of such procedures would have prevented some or all of the harm.

**THIRTEENTH AFFIRMATIVE DEFENSE  
(Defendant's Appropriate Corrective Action)**

Defendant alleges that Plaintiff is barred from any recovery because Defendant had implemented one or more policies prohibiting the alleged acts and/or otherwise made good faith efforts to comply with applicable law and took immediate and appropriate corrective action when it became aware of the conduct alleged by Plaintiff.

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**FOURTEENTH AFFIRMATIVE DEFENSE**  
**(Failure to State a Claim – Punitive Damages)**

Defendant alleges that Plaintiff's claim for punitive damages fails to state a claim under California Civil Code section 3294. Defendant did not have advance knowledge of the unfitness of any officer, director, or managing agent. Defendant did not employ any such person with conscious disregard of the rights and safety of others, nor did it authorize or ratify any wrongful conduct which may be the basis for an award of punitive damages. To the extent any of the wrongful conduct Plaintiff alleges in her Complaint occurred, these acts were neither performed nor ratified by any of Defendant's managing agents, directors, or officers. See *Roby v. McKesson Corp.* (2009) 47 Cal. 4th 686.

**FIFTEENTH AFFIRMATIVE DEFENSE**  
~~**(Failure to Exhaust the Grievance Procedure**~~  
~~**Under the Collective Bargaining Agreement)**~~

~~Defendant alleges that Plaintiff's claims are barred to the extent that Plaintiff failed to exhaust the grievance procedures contained in the collective bargaining agreement governing Plaintiff's employment with Defendant.~~

**SIXTEENTH AFFIRMATIVE DEFENSE**  
**(Doctrine of Unclean Hands)**

Defendant alleges that Plaintiff is barred from any relief by the doctrine of unclean hands.

**SIXTEENTH AFFIRMATIVE DEFENSE**  
**(Factors Other Than Sex)**

Defendant alleges that any difference in pay between Plaintiff and her male co-workers is due to a factor other than sex.

Defendant has not yet completed a thorough investigation and study or completed discovery of all facts and circumstances of the subject matter of the Complaint and, accordingly, reserves the right to amend, modify, revise, or supplement this Amended

1 Answer, and to plead such further defenses and take such further actions as it may deem  
2 proper and necessary in its defense upon the completion of said investigation and study.

3  
4 **PRAYER FOR RELIEF**

5  
6 WHEREFORE, Defendant prays as follows:

- 7
- 8 1. That Plaintiff take nothing by the Complaint, and that the Complaint be  
9 dismissed with prejudice;
- 10
- 11 2. That judgment be entered in favor of Defendant on all claims;
- 12
- 13 3. For costs of suit and reasonable attorneys' fees incurred herein; and
- 14
- 15 4. For such other and further relief as this Court deems proper.
- 16

17 Dated: January 23, 2014 ~~January 10, 2014~~

MILLER LAW GROUP  
A Professional Corporation

18  
19  
20 By: /s/ Mani Sheik  
21 Tracy Thompson  
22 Mani Sheik  
23 Attorneys for Defendant  
UNITED AIRLINES, INC.

24 4846-7803-7527, v. 1

**EXHIBIT B**

1 Tracy Thompson (SBN 88173)  
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2 Mani Sheik (SBN 245487)  
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3 MILLER LAW GROUP  
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6 Fax (415) 464-4336

7 Attorneys for Defendant  
8 UNITED AIRLINES, INC.

9  
10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12

13 DRUCILLA COOPER, an individual,

14 Plaintiff,

15 v.

16 UNITED AIR LINES, INC. and DOES 1  
17 through 10, inclusive,

18 Defendants.  
19

Case No.: 3:13-cv-2870 JSC

**AMENDED ANSWER OF DEFENDANT  
UNITED AIRLINES, INC.**

Complaint filed: June 21, 2013

20  
21 Defendant United Airlines, Inc. (f/k/a "United Air Lines, Inc.") hereby answers  
22 Plaintiff Drucilla Cooper's Complaint for Damages ("Complaint") as follows:  
23

24 **JURISDICTION AND VENUE**  
25

26 1. No answer is required to paragraph 1 of the Complaint as it does not  
27 contain any factual allegations.  
28 ///

2. Defendant admits that venue is proper in the Northern District of California and that Defendant conducts business within the District. Defendant denies the remaining allegations in Paragraph 2 of the Complaint.

3. Defendant denies the allegations contained in Paragraph 3 of the Complaint, and further denies Plaintiff has been damaged in any amount or at all.

### INTRODUCTION

4. No answer is required to Paragraph 4 of the Complaint as it does not contain any factual allegations.

### THE PARTIES

5. Defendant admits that Plaintiff is an African-American female, and that she formerly held the position of Supervisor-Security Officers and currently holds the position of Security Officer at San Francisco International Airport. Defendant is without sufficient knowledge or information to form a belief as to Plaintiff's residence at the time the Complaint was filed and, on that basis, denies that allegation. Defendant denies the remaining allegations contained in Paragraph 5 of the Complaint.

6. Defendant admits it is a Delaware corporation and conducts business in this judicial district. Defendant denies the remaining allegations contained in Paragraph 6 of the Complaint.

7. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 7 of the Complaint and, on that basis, denies the allegations contained therein.



**FACTS COMMON TO ALL CAUSES OF ACTION**

8. Defendant admits that Plaintiff began her employment with Defendant in March 1997 as a Security Officer. Defendant is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations in Paragraph 8 of the Complaint and, on that basis, denies those allegations.

9. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 9 of the Complaint and, on that basis, denies the allegations contained therein.

10. Defendant denies the allegations contained in Paragraph 10 of the Complaint.

11. Defendant admits that Plaintiff was promoted to the position of Supervisor—Security Officers in January 2002. Defendant denies the remaining allegations in Paragraph 11 of the Complaint.

12. Defendant admits that Plaintiff received an increase in pay when she became a Supervisor—Security Officers. Defendant denies the remaining allegations contained in Paragraph 12 of the Complaint.

13. Defendant denies the allegations contained in Paragraph 13 of the Complaint.

14. Defendant denies the allegations contained in Paragraph 14 of the Complaint.

///

1           15. Defendant denies the allegations contained in Paragraph 15 of the  
2 Complaint.

3  
4           16. Defendant admits it hired Alex Del Campo as a Supervisor—Security  
5 Officers in 2008, and that Mr. Del Campo's salary was higher than Plaintiff's at the time of his  
6 hire. Defendant denies the remaining allegations in Paragraph 16 of the Complaint.

7  
8           17. Defendant denies the allegations contained in Paragraph 17 of the  
9 Complaint.

10  
11           18. Defendant denies the allegations contained in Paragraph 18 of the  
12 Complaint.

13  
14           19. Defendant admits that William Knight was a Supervisor-Security Officers  
15 in 2008, and that he worked with Alex Del Campo. Defendant denies the remaining  
16 allegations in Paragraph 19 of the Complaint.

17  
18           20. Defendant admits that William Knight usually worked the swing shift in  
19 2008. Defendant denies the remaining allegations contained in Paragraph 20 of the  
20 Complaint.

21  
22           21. Defendant denies the allegations contained in Paragraph 21 of the  
23 Complaint.

24  
25           22. Defendant denies the allegations contained in Paragraph 22 of the  
26 Complaint.

27 ///

28 ///

1           23. Defendant is without sufficient knowledge or information to form a belief  
2 as to the truth of the allegations regarding what "complaints" Plaintiff did or did not receive or  
3 what Tonya McCowan did or did not write to Plaintiff and, on that basis, denies those  
4 allegations. Defendant denies the remaining allegations in Paragraph 23 of the Complaint.

5  
6           24. Defendant admits that, in 2010, Plaintiff was on the Evacuation  
7 Committee, which committee helps prepare employees for evacuation drills. Defendant is  
8 without sufficient knowledge or information to form a belief as to the truth of the allegations  
9 regarding the reasons Plaintiff wanted to be on that committee and, on that basis, denies  
10 those allegations. Defendant denies the remaining allegations in Paragraph 24 of the  
11 Complaint.

12  
13           25. Defendant denies the allegations contained in Paragraph 25 of the  
14 Complaint.

15  
16           26. Defendant admits that Plaintiff usually worked the day shift when she was  
17 a Supervisor—Security Officers and that, as a Supervisor—Security Officers, Plaintiff had the  
18 authority to coordinate breaks and assign vehicles to employees during her shift. Defendant  
19 denies the remaining allegations in Paragraph 26 of the Complaint.

20  
21           27. Defendant denies the allegations contained in Paragraph 27 of the  
22 Complaint.

23  
24           28. Defendant denies the allegations contained in Paragraph 28 of the  
25 Complaint.

26  
27           29. Defendant denies the allegations contained in Paragraph 29 of the  
28 Complaint.

1           30. Defendant denies the allegations contained in Paragraph 30 of the  
2 Complaint.

3  
4           31. Defendant is without sufficient knowledge or information to form a belief  
5 as to the truth of the allegations in Paragraph 31 of the Complaint and, on that basis, denies  
6 the allegations contained therein.

7  
8           32. Defendant is without sufficient knowledge or information to form a belief  
9 as to the truth of the allegations in Paragraph 32 of the Complaint and, on that basis, denies  
10 the allegations contained therein.

11  
12           33. Defendant denies the allegations contained in Paragraph 33 of the  
13 Complaint.

14  
15           34. Defendant denies the allegations contained in Paragraph 34 of the  
16 Complaint.

17  
18           35. Defendant denies the allegations contained in Paragraph 35 of the  
19 Complaint.

20  
21           36. Defendant is without sufficient knowledge or information to form a belief  
22 as to the truth of what Plaintiff "found" or witnessed and, on that basis, denies those  
23 allegations. Defendant denies the remaining allegations in Paragraph 36 of the Complaint.

24  
25           37. Defendant denies the allegations contained in Paragraph 37 of the  
26 Complaint.

27 ///

28 ///

1                   38. Defendant denies the allegations contained in Paragraph 38 of the  
2 Complaint.

3  
4                   39. Defendant denies the allegations contained in Paragraph 39 of the  
5 Complaint.

6  
7                   40. Defendant denies the allegations contained in Paragraph 40 of the  
8 Complaint.

9  
10                  41. Defendant denies the allegations contained in Paragraph 41 of the  
11 Complaint.

12  
13                  42. Defendant denies the allegations contained in Paragraph 42 of the  
14 Complaint.

15  
16                  43. Defendant denies the allegations contained in Paragraph 43 of the  
17 Complaint.

18  
19                  44. Defendant denies the allegations contained in Paragraph 44 of the  
20 Complaint.

21  
22                  45. Defendant denies the allegations contained in Paragraph 45 of the  
23 Complaint.

24  
25                  46. Defendant is without sufficient knowledge or information to form a belief  
26 as to the truth of the allegations in Paragraph 46 of the Complaint and, on that basis, denies  
27 the allegations therein.

28 ///

1           47. Defendant admits that Plaintiff was offered some days off with pay in  
2 early October 2011. Defendant denies the remaining allegations contained in Paragraph 47  
3 of the Complaint.

4  
5           48. Defendant denies the allegations contained in Paragraph 48 of the  
6 Complaint.

7  
8           49. Defendant denies the allegations contained in Paragraph 49 of the  
9 Complaint.

10  
11           50. Defendant denies the allegations contained in Paragraph 50 of the  
12 Complaint.

13  
14           51. Defendant denies the allegations contained in Paragraph 51 of the  
15 Complaint.

16  
17           52. Defendant denies the allegations contained in Paragraph 52 of the  
18 Complaint.

19  
20                                   **FIRST CLAIM**  
21                                   **VIOLATION OF 42 U.S.C. § 2000e, et seq. (TITLE VII)**  
22                                   **RACE DISCRIMINATION**

23           53. No answer is required to Paragraph 53 of the Complaint as it does not  
24 contain any factual allegations and contains only legal arguments and conclusions, which  
25 cannot be admitted to or denied.

26  
27           54. No answer is required to Paragraph 54 of the Complaint as it does not  
28 contain any factual allegations and contains only legal arguments and conclusions, which

1 cannot be admitted to or denied. To the extent that an answer is required, Defendant denies  
2 the allegations contained in Paragraph 54 of the Complaint.

3  
4 55. Defendant admits that Plaintiff is an African-American female and an  
5 employee of Defendant. The remainder of Paragraph 55 of the Complaint contains only legal  
6 arguments and conclusions, thus no answer is required. To the extent that an answer is  
7 required, Defendant denies the remaining allegations contained in Paragraph 55 of the  
8 Complaint.

9  
10 56. Defendant denies the allegations contained in Paragraph 56 of the  
11 Complaint.

12  
13 57. Defendant denies the allegations contained in Paragraph 57 of the  
14 Complaint.

15  
16 58. Defendant denies the allegations contained in Paragraph 58 of the  
17 Complaint.

18  
19 59. Defendant denies the allegations contained in Paragraph 59 of the  
20 Complaint.

21  
22 60. Defendant denies the allegations contained in Paragraph 60 of the  
23 Complaint.

24  
25 61. Defendant denies the allegations contained in Paragraph 61 of the  
26 Complaint.

27 ///

28 ///

**SECOND CLAIM**  
**VIOLATION OF 42 U.S.C. § 2000e, et seq. (TITLE VII)**  
**RETALIATION**

62. No answer is required to Paragraph 62 of the Complaint as it does not contain any factual allegations and contains only legal arguments and conclusions, which cannot be admitted to or denied.

63. Defendant repleads and incorporates by reference its responses to Paragraphs 1-61 of the Complaint.

64. No answer is required to Paragraph 64 of the Complaint as it does not contain any factual allegations and contains only legal arguments and conclusions, which cannot be admitted to or denied. To the extent that an answer is required, Defendant denies the allegations contained in Paragraph 64 of the Complaint.

65. Defendant denies that Plaintiff "was" an employee of Defendant. The remainder of Paragraph 65 of the Complaint contains only legal arguments and conclusions, thus no answer is required. To the extent that an answer is required, Defendant denies the remaining allegations contained in Paragraph 65 of the Complaint.

66. Defendant denies the allegations contained in Paragraph 66 of the Complaint.

67. Defendant denies the allegations contained in Paragraph 67 of the Complaint.

68. Defendant denies the allegations contained in Paragraph 68 of the Complaint.



1           69. Defendant denies the allegations contained in Paragraph 69 of the  
2 Complaint.

3  
4                           **THIRD CLAIM**  
5                           **DISABILITY DISCRIMINATION**  
6                           **AMERICANS WITH DISABILITIES ACT**  
7                           **42 U.S.C. § 12101, et seq. and § 503**

8           70. No answer is required to Paragraph 70 of the Complaint as it does not  
9 contain any factual allegations and contains only legal arguments and conclusions, which  
10 cannot be admitted to or denied.

11  
12           71. Defendant repleads and incorporates by reference its responses to  
13 Paragraphs 1-69 of the Complaint.

14  
15           72. Defendant denies the allegations contained in Paragraph 72 of the  
16 Complaint.

17  
18           73. No answer is required to Paragraph 73 of the Complaint as it does not  
19 contain any factual allegations and contains only legal arguments and conclusions, which  
20 cannot be admitted to or denied. To the extent that an answer is required, Defendant denies  
21 the allegations contained in Paragraph 73 of the Complaint.

22  
23           74. Defendant denies the allegations contained in Paragraph 74 of the  
24 Complaint.

25  
26           75. Defendant denies the allegations contained in Paragraph 75 of the  
27 Complaint.

28 ///

1                   76. Defendant denies the allegations contained in Paragraph 76 of the  
2 Complaint.

3  
4                   77. Defendant denies the allegations contained in Paragraph 77 of the  
5 Complaint.

6  
7                   78. Defendant denies the allegations contained in Paragraph 78 of the  
8 Complaint.

9  
10                  79. Defendant denies the allegations contained in Paragraph 79 of the  
11 Complaint.

12  
13                  80. Defendant denies the allegations contained in Paragraph 80 of the  
14 Complaint.

15  
16                                   **FOURTH CLAIM**  
17                                   **29 U.S.C. § 621 et. seq.**  
18                                   **AGE DISCRIMINATION**

19                   81. No answer is required to Paragraph 81 of the Complaint as it does not  
20 contain any factual allegations and contains only legal arguments and conclusions, which  
21 cannot be admitted to or denied.

22  
23                   82. Defendant repleads and incorporates by reference its responses to  
24 Paragraphs 1-80 of the Complaint.

25  
26                   83. Defendant admits that Plaintiff is a female over the age of 45. The  
27 remainder of Paragraph 83 of the Complaint contains only legal arguments and conclusions,  
28

1 thus no answer is required. To the extent that an answer is required, Defendant denies the  
2 remaining allegations contained in Paragraph 83 of the Complaint.

3  
4 84. Defendant denies the allegations contained in Paragraph 84 of the  
5 Complaint.

6  
7 85. Defendant denies the allegations contained in Paragraph 85 of the  
8 Complaint.

9  
10 86. Defendant denies the allegations contained in Paragraph 86 of the  
11 Complaint.

12  
13 87. Defendant denies the allegations contained in Paragraph 87 of the  
14 Complaint.

15  
16 88. Defendant denies the allegations contained in Paragraph 88 of the  
17 Complaint.

18  
19 89. Defendant denies the allegations contained in Paragraph 89 of the  
20 Complaint.

21  
22 **FIFTH CLAIM**  
23 **VIOLATION OF THE EQUAL PAY ACT**  
24 **29 U.S.C. § 206**

25 90. No answer is required to Paragraph 90 of the Complaint as it does not  
26 contain any factual allegations and contains only legal arguments and conclusions, which  
27 cannot be admitted to or denied.

28 ///

1           91. Defendant repleads and incorporates by reference its responses to  
2 Paragraphs 1-89 of the Complaint.

3  
4           92. Defendant admits that Plaintiff is a female over the age of 45. The  
5 remainder of Paragraph 92 of the Complaint contains only legal arguments and conclusions,  
6 thus no answer is required. To the extent that an answer is required, Defendant denies the  
7 remaining allegations contained in Paragraph 92 of the Complaint.

8  
9           93. Defendant denies the allegations contained in Paragraph 93 of the  
10 Complaint.

11  
12           94. Defendant admits that Plaintiff worked in the Supervisor—Security  
13 Officers position. Defendant denies the remaining allegations in Paragraph 94 of the  
14 Complaint.

15  
16           95. Defendant denies the allegations contained in Paragraph 95 of the  
17 Complaint.

18  
19           96. Defendant denies the allegations contained in Paragraph 96 of the  
20 Complaint.

21  
22           97. Defendant denies the allegations contained in Paragraph 97 of the  
23 Complaint.

24  
25           98. Defendant denies the allegations contained in Paragraph 98 of the  
26 Complaint.

27  
28           Defendant also denies the prayer for relief found on page 16 of the Complaint.

**AFFIRMATIVE DEFENSES**

For and as a separate affirmative defense to each and every claim for relief set forth in the Complaint, Defendant alleges as follows:

**FIRST AFFIRMATIVE DEFENSE  
(Failure to State a Claim)**

Defendant alleges that Plaintiff's Complaint, and each purported claim for relief therein, fails to allege facts sufficient to state a claim upon which relief can be granted. Fed. R. Civ. P. 12(b)(6).

**SECOND AFFIRMATIVE DEFENSE  
(Statute of Limitations)**

Defendant alleges that Plaintiff's claims are barred by the applicable statutes of limitations including, but not limited to, 42 U.S.C. section 2000e-5(e), California Government Code sections 12960 and 12965(b), and any other statutes that include applicable time bars. As one example only, Plaintiff alleges conduct dating back to 2000 as the basis for her claims. (See Complaint ¶¶ 9, 10) Such conduct would clearly fall outside the applicable statutes of limitations.

**THIRD AFFIRMATIVE DEFENSE  
(Laches)**

Plaintiff's Complaint should be barred by the doctrine of laches because Plaintiff has unreasonably delayed bringing her action against Defendant, which has prejudiced Defendant by hindering its ability to defend this case. As one example only, Plaintiff alleges conduct dating back to 2000 as the basis for her claims. (See Complaint ¶¶ 9, 10) Because of the substantial time that has passed, Defendant may not be able to locate documents or

witnesses, and witnesses' memories may have faded as to the conduct and events Plaintiff alleges occurred.

**FOURTH AFFIRMATIVE DEFENSE**  
**(Exhaustion of Administrative Remedies)**

Defendant is informed and believes and thereon alleges that Plaintiff failed to exhaust statutory administrative remedies with the California Department of Fair Employment and Housing ("DFEH") and/or the United States Equal Employment Opportunity Commission ("EEOC"), to the extent claims in the Complaint rely on allegations which were not contained in timely charges filed with the DFEH or EEOC. See Cal. Gov't Code §§ 12960, 12965; see also, *Martin v. Lockheed Missiles & Space Co.* (1994) 29 Cal. App. 4th 1718, 1724. The Court lacks subject matter jurisdiction over any alleged discriminatory, retaliatory, or equal pay actions that are not contained in a timely administrative charge.

**FIFTH AFFIRMATIVE DEFENSE**  
**(Mixed Motives)**

Defendant alleges that, if it is found that its actions were motivated by both discriminatory and nondiscriminatory reasons, the nondiscriminatory reasons alone would have induced it to make the same decision. *Nassar v. University of Texas Southwestern Medical Center* (2013) \_\_ S. Ct. \_\_; *Gross v. FBL Fin. Servs. Inc.* (2009) 557 U.S. 167; *Price Waterhouse v. Hopkins* (1989) 490 U.S. 228; *Harris v. City of Santa Monica* (2013) 56 Cal. 4th 203.

**SIXTH AFFIRMATIVE DEFENSE**  
**(Waiver and Estoppel)**

Defendant is informed and believes and thereon alleges that by her acts and omissions, Plaintiff has waived and is estopped and barred from alleging the matters set forth in the Complaint.

**SEVENTH AFFIRMATIVE DEFENSE**  
**(Railway Labor Act Preemption)**

Plaintiff's claims are barred and should be dismissed to the extent they are preempted by the Railway Labor Act ("RLA"), 45 U.S.C. sections 151 *et seq.*, and to the extent this Court otherwise lacks subject matter jurisdiction. The RLA provides a comprehensive framework for resolving labor disputes and establishes a mandatory arbitral mechanism to handle disputes growing out of "rates of pay, rules or working conditions" and disputes arising out of "grievances or out of the interpretation and application of agreements concerning rates of pay, rules, or working conditions" in the airline industry.

**EIGHTH AFFIRMATIVE DEFENSE**  
**(Workers' Compensation Preemption)**

Plaintiff alleges that she was injured while performing her job duties. For example, Plaintiff alleges that she sustained emotional and physical distress as a result of Defendant's conduct. (See Complaint, ¶¶ 67, 77, 85, 88, 97.) Therefore, if Plaintiff has suffered any physical and/or emotional injuries related to her work for Defendant, her exclusive remedy for such injuries is provided by California Labor Code sections 3200 *et seq.*

**NINTH AFFIRMATIVE DEFENSE**  
**(Failure to Mitigate)**

Defendant is informed and believes and thereon alleges that Plaintiff has failed to exercise reasonable diligence to mitigate the damages alleged in the Complaint.

**TENTH AFFIRMATIVE DEFENSE**  
**(After-Acquired Evidence)**

Defendant alleges that any recovery on Plaintiff's Complaint, or any purported claim for relief alleged therein, is barred to the extent that Defendant discovers additional

evidence indicating that Plaintiff engaged in conduct before or while working for Defendant that precludes or limits her assertion of the claims for relief and/or damages.

**ELEVENTH AFFIRMATIVE DEFENSE  
(Failure to Use Corrective Measures)**

Defendant alleges that Plaintiff is barred from any recovery because Defendant had in place, and implemented in good faith, policies, procedures, and other measures that reasonably should have prevented the discrimination and/or retaliation Plaintiff alleges, and Plaintiff unreasonably failed to invoke those measures or take other corrective actions to stop the alleged discrimination and/or retaliation.

**TWELFTH AFFIRMATIVE DEFENSE  
(Avoidable Consequences)**

Defendant alleges that Plaintiff is barred from any recovery because Defendant took reasonable steps to prevent and correct workplace discrimination and/or retaliation, Plaintiff unreasonably failed to use the preventive and corrective measures provided and, to the extent Plaintiff suffered any harm (which Defendant denies), the reasonable use of such procedures would have prevented some or all of the harm.

**THIRTEENTH AFFIRMATIVE DEFENSE  
(Defendant's Appropriate Corrective Action)**

Defendant alleges that Plaintiff is barred from any recovery because Defendant had implemented one or more policies prohibiting the alleged acts and/or otherwise made good faith efforts to comply with applicable law and took immediate and appropriate corrective action when it became aware of the conduct alleged by Plaintiff.

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1 **FOURTEENTH AFFIRMATIVE DEFENSE**  
2 **(Failure to State a Claim – Punitive Damages)**

3 Defendant alleges that Plaintiff's claim for punitive damages fails to state a claim  
4 under California Civil Code section 3294. Defendant did not have advance knowledge of the  
5 unfitness of any officer, director, or managing agent. Defendant did not employ any such  
6 person with conscious disregard of the rights and safety of others, nor did it authorize or ratify  
7 any wrongful conduct which may be the basis for an award of punitive damages. To the  
8 extent any of the wrongful conduct Plaintiff alleges in her Complaint occurred, these acts were  
9 neither performed nor ratified by any of Defendant's managing agents, directors, or officers.  
10 See *Roby v. McKesson Corp.* (2009) 47 Cal. 4th 686.

11  
12 **FIFTEENTH AFFIRMATIVE DEFENSE**  
13 **(Doctrine of Unclean Hands)**

14 Defendant alleges that Plaintiff is barred from any relief by the doctrine of  
15 unclean hands.

16  
17 **SIXTEENTH AFFIRMATIVE DEFENSE**  
18 **(Factors Other Than Sex)**

19 Defendant alleges that any difference in pay between Plaintiff and her male co-  
20 workers is due to a factor other than sex.

21  
22 Defendant has not yet completed a thorough investigation and study or  
23 completed discovery of all facts and circumstances of the subject matter of the Complaint  
24 and, accordingly, reserves the right to amend, modify, revise, or supplement this Amended  
25 Answer, and to plead such further defenses and take such further actions as it may deem  
26 proper and necessary in its defense upon the completion of said investigation and study.  
27  
28

**PRAYER FOR RELIEF**

WHEREFORE, Defendant prays as follows:

1. That Plaintiff take nothing by the Complaint, and that the Complaint be dismissed with prejudice;
2. That judgment be entered in favor of Defendant on all claims;
3. For costs of suit and reasonable attorneys' fees incurred herein; and
4. For such other and further relief as this Court deems proper.

Dated: January 23, 2014

MILLER LAW GROUP  
A Professional Corporation

By: /s/ Mani Sheik  
Tracy Thompson  
Mani Sheik  
Attorneys for Defendant  
UNITED AIRLINES, INC.

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